

**IN THE UNITED STATES DISTRICT COURT FOR  
THE SOUTHERN DISTRICT OF NEW YORK**

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**IN RE: AMERICAN INTERNATIONAL  
GROUP, INC. SECURITIES LITIGATION**

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**Master File No. 1:04-cv-8141 (DAB)**

**OBJECTIONS, PROOF OF MEMBERSHIP IN CLASS AND NOTICE OF INTENT TO  
APPEAR, BY COUNSEL, AT THE JANUARY 31, 2012 FAIRNESS HEARING**

Objectors, Rinis Travel Service Inc. Profit Sharing Trust (PST) U/A 06/01/89; Rinis Travel Service Inc. Profit Sharing Plan (PSP) U/A 06/01/89, Alan Rothstein, and Mollye Rothstein hereinafter the Rinis Objectors, by and through their undersigned counsel, hereby: provide information needed to demonstrate their membership in the settlement class; give notice of their intent to appear by counsel at the fairness hearing, object to the proposed settlement; and say:

**PROOF OF MEMBERSHIP IN THE SETTLEMENT CLASS**

Rinis Travel Service Inc. Profit Sharing Trust (PST) U/A 06/01/89; Rinis Travel Service Inc. Profit Sharing Plan (PSP) U/A 06/01/89 are each members of the settlement class having each received a long-form notice from the settlement administrator, RUST CONSULTING, Inc. Objector Rinis Travel Service Inc. Profit Sharing Trust (PST) U/A 06/01/89 is Rust Consulting's Claimant ID Numbers 0001111585, 0001120917 and 0071887746; and Rinis Travel Service Inc. Profit Sharing Plan (PSP) U/A 06/01/89 is Rust Consulting's Claimant ID Number 0001111586. On the face of each of the long form notices is the following Black Box information: "Our records indicate that you submitted a proof of claim form in connection with the previously announced PwC settlement. You DO Not need to complete a new Proof of Claim form. *Instead*, you'll be

receiving a release form shortly. ...". Attached hereto and incorporated herein by reference are the Rinis Objectors' schedule of transactions in AIG common stock during the class period, October 28, 1999 through and including April 1, 2005. The Rinis Objectors' address and telephone number are 9517 Georgia Ave., Silver Spring, MD 20910; (352) 378-9859. Alan Rothstein and Mollye Rothstein are each members of the settlement class; each of them objected to the PwC proposed settlement, and both of them are appellants regarding this court's approval of the notice in that proposed settlement In the United States Court of Appeals For the Second Circuit, Case No. 10-5038. Attached hereto and incorporated herein by reference are Alan Rothstein and Mollye Rothstein's schedule of transactions in AIG common stock during the class period, October 28, 1999 through and including April 1, 2005. Alan Rothstein and Mollye Rothstein's address and telephone number are 626 NW 1st St, Gainesville, FL 32601, (352) 376-7650.

### **NOTICE OF INTENT TO APPEAR**

The Rinis Objectors hereby give notice of their intent to appear, by counsel, at the Fairness Hearing before the Honorable Deborah A. Batts, United States District Judge at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl St. New York, NY. In Courtroom 24B on January 31, 2012 at 11:00 AM. The Rinis Objectors will cross-examine witnesses and present legal arguments addressing the statutory and constitutional deficiencies of the "Notice of Proposed Settlement, Motion for Attorneys Fees and Expenses Award and Fairness Hearing." (Hereinafter the Notice) The Rinis Objectors do not intend to offer documents into evidence or call witnesses.



## **OBJECTIONS**

1. Lead Counsel for Plaintiffs and the settling defendants violated the notice requirements of the Private Securities Litigation Reform Act of 1995, Pub. L. 104-67, 109 Stat. 737 ( hereinafter PSLRA) by failing to provide a “Statement of Potential Outcome of Case” that comports with the PSLRA in the Notice provided to the Rinis Objectors and all other known unnamed class members.

2. The Notice in paragraph 3 on page 2 has a section entitled “Statement of Potential Outcome if the Case Against AIG Continued”. It provides:

Lead plaintiff and the AIG (collectively, the “settling parties”) do not agree on the average amount of damages per share that would be recoverable even if lead plaintiff was to prevail on the claims asserted against AIG. AIG denies all liability. In addition, the settling parties disagree on, among other things: (i) whether certain statements made by AIG were false; (ii) whether AIG knew, or was severely reckless in not knowing, that certain of its statements and omissions about AIG’s business and financial results were false and misleading; (iii) whether the alleged misstatements and omissions were material to investors; (iv) whether AIG engaged in actions constituting market manipulation of its securities; (v) the amount of inflation, if any, caused by the alleged misrepresentations and omissions; (vi) the amount of damages, if any, caused by the alleged market manipulation of AIG securities (vii) the appropriate economic models for determining the amounts by which AIG’s securities were allegedly artificially inflated (if at all) during the class period; (viii) the effect of various market forces influencing the trading prices of AIG’s securities during the class period; and (ix) whether a class should have been certified for purposes other than the settlement.

3. The PSLRA, which governs the notice in the instant case, explicitly requires that any proposed or final settlement that is provided to the class shall include both of the following:

- 1) a statement of the amount of distribution under the settlement in the aggregate and on an average per share basis (15 U.S.C. §78u-4(a)(7)(A));
- and,

2) a separate and distinct Statement of the Potential Outcome of the Case (15 U.S.C. §78u-4(a)(7)(B)(i)(ii) and (iii)).

4. The Statement of the Potential Outcome of the Case provides, in the alternative, in sections (i) and (ii) that if the settling parties agree on the average amount of damages, then they only have to include a statement concerning “the average amount of such potential damages per share.” 15 U.S.C. §78u-4(a)(7)(B)(I); or, if the parties disagree on the average amount of damages per share that would be recoverable if the plaintiff prevailed on each claim alleged under the PSLRA, then the notice must include “a statement from each settling party concerning the issue or issues on which the parties disagree.” 15 U.S.C. §78u-4(a)(7)(B)(ii).

5. In context, remembering that this subsection of the PSLRA ‘s is entitled “Statement of the Potential Outcome of the Case,” 15 U.S.C. §78u-4(a)(7)(B)(ii) clearly requires each party to disclose in the notice provided to the class what they believe to be “the average amount of such potential damages per share.” Any other reading of the statutory language, “a statement from each settling party concerning the issue or issues on which the parties disagree”, would be either out of context or disingenuous.

6. Furthermore, 15 U.S.C. §78u-4(a)(7)(B)(iii) clarifies clauses (i) and (ii) by providing: “A statement made in accordance with clause (i) or (ii) concerning the amount of damages shall not be admissible in any Federal or State judicial action or administrative proceeding, other than an action or proceeding arising out of such statement.”

7. In this matter, the bulk of the Notice in paragraph 3 on page 2 is a joint statement concerning eight issues of proof that would arise at trial followed by a question concerning class certification. That is because the Notice only needs “a statement from each settling party



concerning the issue or issues on which the parties disagree.” Under 15 U.S.C. §78u - 4(a)(7)(B)(ii) the issue or issues on which the parties disagree is “the average amount of such potential damages per share.”

8. An exemplar of a proper paragraph pursuant to 15 U.S.C. §78u-4(a)(7)(B)(ii) would be:

Lead plaintiff and the AIG (collectively, the “settling parties”) do not agree on the average amount of damages per share that would be recoverable even if Lead Plaintiff was to prevail on the claims asserted against AIG. (i) AIG believes that the average amount of damages per share that would be recoverable if the Lead Plaintiff prevailed on each claim alleged is 22.83¢. AIG disagrees with Lead Plaintiff in this regard because the parties are using different economic models for determining the amounts by which AIG securities were artificially inflated during the class period; and the economic model used by Lead Plaintiff severely inflates the damage per share experienced by class members. (ii) Lead plaintiff believes that the average amount of damages per share that would be recoverable if the plaintiff prevailed on each claim alleged is \$1.1283. Lead Plaintiff disagrees with AIG in this regard because the economic model used by AIG to determine the amounts by which AIG securities were artificially inflated during the class period is not generally accepted and grossly undervalues the damage per share experienced by class members.

9. The Notice is also defective because it does not meet minimum constitutional due process requirements with regard to providing class members with notice and an opportunity to be heard.

10. The Notice subsection “ What If I Want to Object to the Settlement? When and Where Will the Court Decide Whether to Approve the Settlement? May I Speak at the Hearing If I Do Not like the Settlement?” ( pages 20 and 21) is constitutionally deficient because:

A. The Notice fails to inform objecting class members right to retain their own counsel and be represented by such counsel at the Fairness Hearing.



- B. The Notice fails to inform class members of the name of the judge who will be conducting the Fairness Hearing, currently scheduled for January 31, 2012.
- C. The Notice fails to inform class members of the courthouse address, the courtroom number and the time of the January 31, 2012 Fairness Hearing.
- D. The Notice fails to inform class members that the purpose of the January 31, 2012 Fairness Hearing is to determine if the proposed settlement is fair, adequate and reasonable.

11. In light of both class counsel's failure to follow the notice requirements of the PSLRA with regard to The Notice to absent class members; the overt constitutional due process deficiencies of The Notice; and, the size of the settlement fund, objectors maintain that the proposed attorney's fee is both unreasonable and excessive.

12. The Rinis objectors hereby adopt all other meritorious and timely filed objections that are not inconsistent with these objections

WHEREFORE, The Rinis Objectors respectfully request that this Court to sustain these Objections and enter such Orders as are necessary and just to adjudicate these Objections including but not limited to: this Court not approving the proposed settlement because of the improper notice to the class; and requiring class counsel and the settling defendants to craft a new notice that complies with the PSLRA and then to re-notice the class. And granting such other relief that this court deems necessary or proper so as to alleviate the inherent unfairness, inadequacy and unreasonableness of the proposed Settlement.

#### **MEMORANDUM IN SUPPORT OF THE FOREGOING OBJECTIONS**

The PSLRA requires the notice to class members of a proposed settlement to include a



Statement of the Potential Outcome of the Case 15 U.S.C. §78u-4(a)(7)(B)(i)(ii) and (iii). The Notice in this matter violates the notice requirements of the PSLRA because it fails to provide a Statement of Potential Outcome of Case that complies with the PSLRA notice requirement set forth in 15 U.S.C. §78u-4(a)(7)(B)(ii). The proviso this PSLRA notice provision is that it requires the settling parties to assume that the plaintiff has prevailed on each claim alleged. Therefore, there is no issue of liability as the parties are required by the PSLRA to assume, for notice purposes, that liability has been established as to each count. In this light, the “Statement of Potential Outcome if the Case Against AIG Continued” (The Notice, page 2 paragraph 3) is clearly noncompliant as it fails to assume liability. The bolded language highlights Objectors’ point.

Lead plaintiff and the AIG (collectively, the “settling parties”) do not agree on the average amount of damages per share that would be recoverable even if lead plaintiff was to prevail on the claims asserted against AIG. **AIG denies all liability.** In addition, the settling parties disagree on, among other things: (I) **whether certain statements made by AIG were false;** (ii) **whether AIG knew, or was severely reckless in not knowing, that certain of its statements and omissions about AIG’s business and financial results were false and misleading;** (iii) **whether the alleged misstatements and omissions were material to investors;** (iv) **whether AIG engaged in actions constituting market manipulation of its securities;** (v) the amount of inflation, if any, caused by the alleged misrepresentations and omissions; (vi) the amount of damages, if any, caused by the alleged market manipulation of AIG securities (vii) the appropriate economic models for determining the amounts by which AIG’s securities were allegedly artificially inflated (if at all) during the class period; (viii) the effect of various market forces influencing the trading prices of AIG’s securities during the class period; and (ix) **whether a class should have been certified for purposes other than the settlement.**

The Statement of the Potential Outcome of the Case provides, in the alternative, that if the settling parties agree on the average amount of damages, then they only have to include a statement concerning “the average amount of such potential damages per share.” 15 U.S.C. §78u-



4(a)(7)(B)(i); or, if the parties disagree on the average amount of damages per share that would be recoverable if the plaintiff prevailed on each claim alleged under the PSLRA, then the notice must include “a statement from each settling party concerning the issue or issues on which the parties disagree.” 15 U.S.C. §78u-4(a)(7)(B)(ii). The third section, 15 U.S.C. §78u-4(a)(7)(B)(iii) clarifies the previous two. Subsection (iii) provides: “A statement made in accordance with clause (i) or (ii) **concerning the amount of damages** shall not be admissible in any Federal or State judicial action or administrative proceeding, other than an action or proceeding arising out of such statement.” (emphasis added) By specifically providing for the inadmissibility, in any other Federal or State judicial action or administrative proceeding, of any admission as to the average amount of damages per share, pursuant to clause (i) or (ii), set forth in a PSLRA Notice Congress clearly contemplated that both section (i) disclosure and section (ii) disclosure would include statements concerning the amount of damages.

To date, only one circuit has addressed the PSLRA’s notice requirements. The Ninth Circuit explicitly found, “The PSLRA requires that a settlement notice include a statement of ‘the average amount of damages per share that would be recoverable if the plaintiff prevailed on each claim alleged.’ 15 U.S.C. §78u-4(a)(7)(B).” *In re Veritas Software Corp. Securities Litigation*, 496 F.3d 962, 969 (2007). Furthermore, “[i]t is clear that the purpose of the notice requirement is to allow class members to evaluate a proposed settlement. With sufficient notice, class members can compare the recovery per share under the settlement with the potential damages per share if the class prevailed at trial and weigh the risks and rewards of proceeding to trial or participating in the proposed settlement. The Conference Committee Report notes that the PSLRA requires improved settlement notices to class members because ‘[c]lass members often receive insufficient



notice of the terms of a proposed settlement and, thus, have no basis to evaluate the settlement.’

H.R.Rep. No. 104-369, at 36 (1995), reprinted in 1995 U.S.C.C.A.N. 730, 735.” *Id.*

In *Veritas* the Ninth Circuit held that “[t]he absence of adequate notice injects a fatal flaw into the entire settlement process and undermines the district court's analysis of the fairness of the settlement. . .” *Id.* at 972. The Court reasoned that since the district court cannot approve a class action settlement without giving class members an adequate opportunity to object, and the inadequate notice may have discouraged other objectors from speaking up, the limited number of objectors was insignificant in light of the inadequacy of the notice. *Id.* The Court vacated the district court's approval of the settlement and remanded for new notice to the class. *Id.*

Disclosure of settlement terms to class members under subpart (a)(7) of the PSLRA (15 U.S.C. §78u-4(a)(7)) is an intrinsic part of the act, and compliance by litigants and the District Courts is not optional. “One of the concerns Congress had in enacting the PSLRA was to ensure that class members received sufficient, **comprehensive notice** so that they could evaluate proposed settlements intelligently.” *In re Independent Energy Holdings PLC Securities Litigation*, 302 F.Supp.2d 180, 184 (S.D.N.Y. 2003), *citing* S.Rep. No. 104-98 at 12 (1995) (emphasis added). In order to intelligently evaluate a settlement, any settlement, the settling party must know at least two things: what he/she will receive under the settlement, and what he/she could have received if litigation had continued. By failing to include any information about the average amount of damages that would have been recoverable if the Lead Plaintiff prevailed, the settling parties deprived absent class members of the ability to intelligently evaluate the settlement, in contravention of the purpose and requirements of the PSLRA. *See Synfuel Technologies, Inc. v. DHL Express (USA), Inc.*, 463 F.3d 646, 653 (7th Cir. 2006).



Furthermore, parties should not be able to circumvent the purpose of the PSLRA notice requirement merely by stating that they do not agree on the average per share damages if plaintiff prevailed. Why would any defendant ever agree to the amount of per share damages, if refusal to agree then allows for publication of a Class Notice devoid of all information regarding per share damages? In order to give effect to the statute's purpose, even if the parties disagree, the notice must state the amount each party believes plaintiffs would recover if they prevailed on all claims. A mere recitation of boilerplate reasons for the party's differing opinions on liability for damages is insufficient to allow class members to make intelligent, informed decisions about their participation in the class.

The Notice in the instant case was insufficient to allow class members to evaluate the settlement and make an intelligent decision regarding their participation because the Notice failed to comply with the notice requirements of the PSLRA as articulated by the Ninth Circuit in *Veritas*. In the Notice although Paragraph 3 is titled “Statement of Potential Outcome if the Case Against AIG Continued”. However that paragraph contains no information about the amount of damages per share class members would receive if plaintiff were to prevail on each claim alleged. PSLRA notice is supposed to address the potential damages recoverable, *assuming* liability is established and plaintiff prevails on each claim alleged, expressed as the average amount of such potential damages per share. Rather than address the parties disagreement regarding the amount of damages per share should plaintiffs prevail on each claim alleged; Paragraph 3 consists mostly of statements (set forth in full above) regarding liability issues upon which the parties disagree, including whether defendant’s statements were false, whether defendant knew (or was reckless in not knowing) that its statements were false, whether the statements were material to investors, and the amount of inflation,

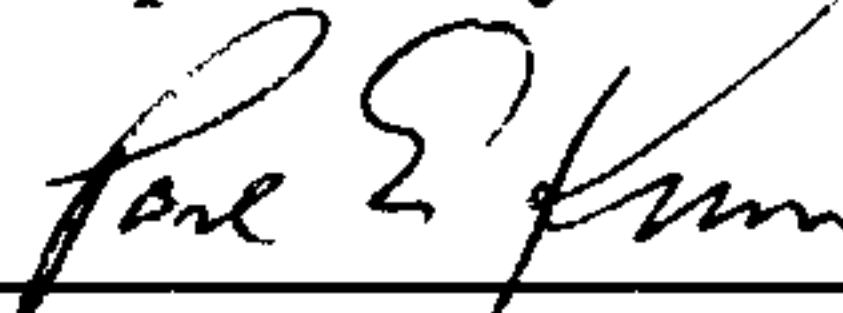


if any, caused by those statements. This Notice's list of areas of disagreement omits all of the required information, pursuant to the PSLRA, regarding each party's position on the average amount of damages per share that would be recoverable should plaintiffs prevail on each claim alleged.

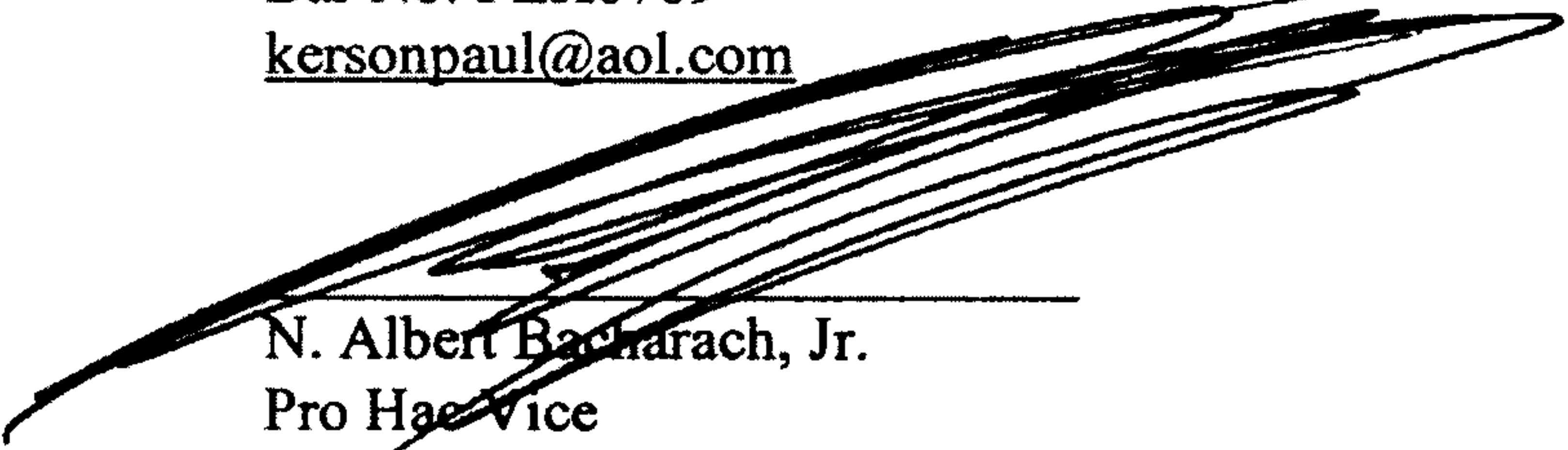
Thus, the Notice is patently inadequate under the PSLRA, and this Court should not approve the proposed settlement because of the improper notice. Instead this Court should require class counsel and the settling defendants to craft a new notice that complies with the PSLRA and then to renotice the class.

DATED this 29<sup>th</sup> day of December, 2011.

Respectfully submitted,



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Objectors Signatures:



Michael J. Rinis for the Rinis Travel Service Inc. PST U/A 06/01/89 and PSP U/A 06/01/89



*Mollye Rothstein*

Mollye Rothstein

*Alan Rothstein*

Alan Rothstein



**EXHIBIT**

<b>NAME</b>	<b>DATE</b>	<b>BOUGHT</b>	<b>PRICE</b>	<b>DATE</b>	<b>SOLD</b>	<b>PRICE</b>
Alan & Marilyn Simon Rothstein JTWROS	11/28/2005	200 shs.	68.90	11/01/2006	300 shs.	67.20
	01/21/2005	500 shs.	66.51	12/28/2007	400 shs.	57.325
Mollye Rothstein	01/28/2005	200 shs.	66.05	05/31/2005	200 shs.	60.78



**PART II: SCHEDULE OF TRANSACTIONS IN AIG COMMON STOCK**

- A. Number of shares of AIG common stock held at the beginning of trading on Oct. 28, 1999  
(If none, write "zero" or "0", if other than zero, must be documented):

87

Number of Shares

- B. Purchases or other acquisitions (including through exchange of HSB stock or AGC stock) of AIG common stock on or after Oct. 28, 1999 through and including April 1, 2005 (in chronological order):

Trade Dates of Purchase (list chronologically) Month/Day/Year	Number of Shares Purchased	Purchase Price Per Share	Total Amount Paid (excluding commissions, taxes & fees)
08/02/2000	10	85.8125	\$ 858
11/08/2001	10	80.6500	\$ 806
11/13/2001	65	80.8500	\$5,255
04/03/2001	5	80.2108	\$ 401

- C. Total number of shares of common stock purchased from April 2, 2005 to June 29, 2005, long or short (If none, write "zero" or "0", if other than zero, must be documented):

0

Number of Shares

- D. Sales on or after Oct. 28, 1999 through and including June 29, 2005 of AIG common stock (in chronological order):

Trade Dates of Purchase (list chronologically) Month/Day/Year	Number of Shares Sold	Sale Price Per Share	Total Amount Received (excluding commissions, taxes & fees)
09/07/2000	15	86.5560	\$1,298
09/08/2000	28	87.7864	\$2,457
02/28/2002	50	74.2223	\$3,711
07/24/2002	26	49.8102	\$1,295
09/17/2003	96	59.7046	\$5,731

- E. Number of shares of AIG common stock held at close of trading on June 29, 2005  
(If none, write "zero" or "0", if other than zero, must be documented):

0

Number of Shares



\* P A G E 2 - 6 \*



\* R U S T I D \*



**PART II: SCHEDULE OF TRANSACTIONS IN AIG COMMON STOCK**

- A. Number of shares of AIG common stock held at the beginning of trading on Oct. 28, 1999  
(If none, write "zero" or "0", if other than zero, must be documented):

0

Number of Shares

- B. Purchases or other acquisitions (including through exchange of HSB stock or AGC stock) of AIG common stock on or after Oct. 28, 1999 through and including April 1, 2005 (in chronological order):

Trade Dates of Purchase (list chronologically) Month/Day/Year	Number of Shares Purchased	Purchase Price Per Share	Total Amount Paid (excluding commissions, taxes & fees)
03/05/2003	36	48.1657	\$1,733
04/24/2003	9	55.8543	\$ 502
06/23/2003	18	56.7914	\$1,022
12/19/2003	12	64.3950	\$ 772
03/05/2004	20	74.5785	\$1,491
04/22/2004	11	73.5302	\$ 808
05/11/2004	13	70.4002	\$ 915

- C. Total number of shares of common stock purchased from April 2, 2005 to June 29, 2005, long or short (If none, write "zero" or "0", If other than zero, must be documented):

continued

Number of Shares

- D. Sales on or after Oct. 28, 1999 through and including June 29, 2005 of AIG common stock (in chronological order):

Trade Dates of Purchase (list chronologically) Month/Day/Year	Number of Shares Sold	Sale Price Per Share	Total Amount Received (excluding commissions, taxes & fees)
10/04/2004	13	68.4171	\$ 889
01/06/2005	17	67.6058	\$1,149
02/15/2005	14	71.5690	\$1,001
03/31/2005	46	55.4077	\$2,548
10/26/2005	72	63.5082	\$4,572

- E. Number of shares of AIG common stock held at close of trading on June 29, 2005  
(If none, write "zero" or "0", if other than zero, must be documented):

0

Number of Shares



\* PAGE 2 - 6 \*



\* RUSTID \*



**PART II: SCHEDULE OF TRANSACTIONS IN AIG COMMON STOCK**

A. Number of shares of AIG common stock held at the beginning of trading on Oct. 28, 1999  
(If none, write "zero" or "0", if other than zero, must be documented):

Number of Shares

B. Purchases or other acquisitions (including through exchange of HSB stock or AGC stock) of AIG common stock on or after Oct. 28, 1999 through and including April 1, 2005 (in chronological order):

Trade Dates of Purchase (list chronologically) Month/Day/Year	Number of Shares Purchased	Purchase Price Per Share	Total Amount Paid (excluding commissions, taxes & fees)
10/15/2004	12	58.6274	\$ 703
03/09/2005	31	66.9607	\$2,075

C. Total number of shares of common stock purchased from April 2, 2005 to June 29, 2005,  
long or short (If none, write "zero" or "0", if other than zero, must be documented):

0

Number of Shares

D. Sales on or after Oct. 28, 1999 through and including June 29, 2005 of AIG common stock (in chronological order):

Trade Dates of Purchase (list chronologically) Month/Day/Year	Number of Shares Sold	Sale Price Per Share	Total Amount Received (excluding commissions, taxes & fees)

E. Number of shares of AIG common stock held at close of trading on June 29, 2005  
(If none, write "zero" or "0", if other than zero, must be documented):

Number of Shares





MAZEL YAKUBOV

Master File No. 04 Civ. 8141 (JES)(AJP)  
UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
IN RE AMERICAN INTERNATIONAL GROUP,  
INC. SECURITIES LITIGATION

This Document Relates To: All Actions

OBJECTIONS TO PROPOSED SETTLEMENT

LEAVITT, KERSON & DUANE  
Attorneys for Objectors, Alan Rothstein  
and Marilyn Simon Rothstein JTWROS  
228 E. 45th St., Suite 1700  
New York, NY 10017

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certified that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Dated: Signature:

Print Signer's Name

Service of a copy of the within is hereby admitted.

Dated:

Attorney(s) for

PLEASE TAKE NOTICE

- ☐ Notice of Entry
- that the within is a (certified) true copy of a entered in the office of the clerk of the within Court on
- ☐ Notice of Settlement
- that an of which the within is a true copy will be presented for settlement to the Hon. one of the Judges of the within named Court, at on , 20 at 9:30 a.m.

LEAVITT, KERSON & DUANE  
Attorneys for Objectors, Alan Rothstein  
and Marilyn Simon Rothstein JTWROS  
228 E. 45th St., 17th Floor  
New York, NY 10017

To: